

May 21 4 45 PM '04

**TERMS AND CONDITIONS OF USE OF REAL PROPERTY  
BY AND BETWEEN  
DESOTO COUNTY, MISSISSIPPI AND Y-CAP**

BK 103 PG 209  
W.E. DAVIS CH. CLK.

WHEREAS DeSoto County, Mississippi is the owner of a certain office building located at 3246 Highway 51 South, Hernando, Mississippi, and space in said office building has been assigned for use by the DeSoto County Youth Court.

WHEREAS, the DeSoto County Youth Court has determined that Y-CAP, a division of the Young Men's Christian Association of Memphis Tennessee, a Mississippi not for profit corporation, should use said space for Youth Court purposes and all parties desire to commit the terms and conditions of the use of said office space to writing,

IT IS THEREFORE AGREED BETWEEN THE PARTIES HEREIN, as follows:

1. Y-CAP shall be allowed to use two (2) offices located at 3246 Highway 51 South, Hernando, Mississippi. Said offices are located on the Youth Services hall of said building.
2. Said offices have been assigned by the DeSoto County Board of Supervisors to the DeSoto County Youth Court to carry on the work of the youth court.
3. Y-CAP will also have access to a third office on an as needed basis and only if said office is not being used by the Youth Services Department of DHS.
4. Y-CAP shall be allowed to use said property for a term of twelve (12) months commencing June 1, 2004 and ending on May 31, 2005. Possession of said property will be delivered on or before June 1, 2003.
5. The offices are provided in an unfurnished condition.
6. The DeSoto County Youth Court may upon thirty (30) days written notice, terminate the use of this property by Y-CAP for any reason.
7. Y-CAP shall be responsible for maintaining insurance coverage on the contents of the premises used by Y-CAP for its own protection and shall hold DeSoto County as well as the DeSoto County Youth Court harmless for same.

8. Y-CAP shall make no alterations without the prior written consent of DeSoto County.
9. With the exception of telephone services, all utilities currently being provided in said offices shall continue at the obligation of DeSoto County. DeSoto County shall have the right to inspect and enter premises for repairs, safety inspections, or to show said premises to any prospective buyers.
10. Y-CAP shall be responsible for its own telephone related expenses and charges, office supplies, copier, furnishings, etc.
11. Any and all signs, placards or other notices must meet the written approval of DeSoto County or the DeSoto County Youth Court Judge before being erected on any of the property herein.
12. Neither DeSoto County nor the DeSoto County Youth Court shall be liable for injury or damage to persons or property occurring within the office space.
13. This Agreement is contingent upon final approval by the DeSoto County Board of Supervisors.

AGREED this 20<sup>th</sup> day of May, 2004.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF  
MEMPHIS, TENNESSEE

BY:

Richard H. Nulm

5-20-04

Title: CEO

DESOTO COUNTY YOUTH COURT

BY:

W. E. Dumble

DESOTO COUNTY YOUTH COURT JUDGE

DESOTO COUNTY, MISSISSIPPI

BY:

Eugene Thach

EUGENE THACH, PRESIDENT

DESOTO COUNTY BOARD OF SUPERVISORS

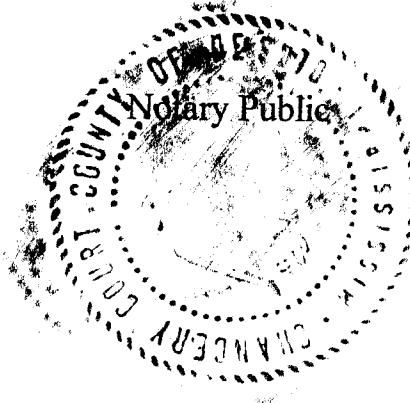
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority in and for the said county and state, on this 20 day of May, 2004, within my jurisdiction, the within named Mills & Barber, personally known to me to be and who acknowledged that he/she is the Judge of the within named Youth Court of Desoto County, and that in said capacity with said Court, are authorized and empowered to sign, execute and deliver the above and foregoing instrument, that on the day and year therein mentioned, did freely and voluntarily sign, execute and deliver the above and foregoing instrument for the purposes therein mentioned for on behalf of at the request of and as the act and deed of said Court, after first having been duly authorized so to do.

W. A. DawkinsChancery Court Clerk

My Commission Expires:

Jan 7, 2008

STATE OF MISSISSIPPI

COUNTY OF DESOTO

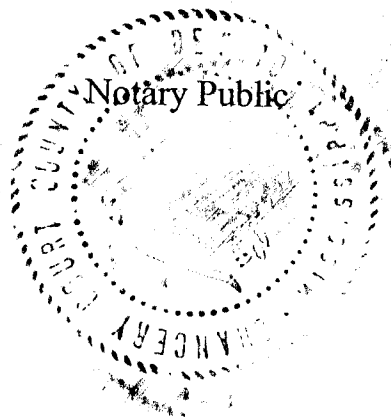
Personally came and appeared before me, the undersigned authority in and for the said county and state, on this 25 day of May, 2004, within my jurisdiction, the within named Chester Dewey, personally known to me to be and who acknowledged that he/she is the CEO of the within named Young Men's Christian Association of Memphis Tenn, and that in said capacity with said Org, are authorized and empowered to sign, execute and deliver the above and foregoing instrument, that on the day and year therein mentioned, did freely and voluntarily sign, execute and deliver the above and foregoing instrument for the purposes therein mentioned for on behalf of at the request of and as the act and deed of said Org, after first having been duly authorized so to do.

W. D. Dawd

Chancery Court Clerk

My Commission Expires:

Jan 7, 2008



STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority in and for the said county and state, on this 20<sup>th</sup> day of May, 2004, within my jurisdiction, the within named Eugene Thad, personally known to me to be and who acknowledged that he/she is the President of the within named Desoto County Board of Supervisors, and that in said capacity with said Board, are authorized and empowered to sign, execute and deliver the above and foregoing instrument, that on the day and year therein mentioned, did freely and voluntarily sign, execute and deliver the above and foregoing instrument for the purposes therein mentioned for on behalf of at the request of and as the act and deed of said Board, after first having been duly authorized so to do.

W. D. Davis

Charney Court Clerk

My Commission Expires:

Jan 7, 2008

